

FORM PTO-1594
(Rev. 8-93)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

Atty Docket No. 50225.277458

To the Assistant Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Young Pecan Shelling Company, Inc.

- Individuals(s)
- General Partnership
- Corporation-State - South Carolina
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) attached Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 20, 2003

2. Name and address of receiving party(ies)

Name: **Peachtree Equity Partners, L.P.**

Internal Address: **Suite 1610**

Street Address: **1170 Peachtree Street**

City: **Atlanta** State: **GA** Zip: **30309**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership Delaware
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No N/A

Additional names(s) & address(es) attached? Yes No

4. Application numbers(s) or patent numbers(s):

A. Trademark Application No.(s)
75/578,447; 76/506,877; 76/506,878

B. Trademark Registration No.(s)
2,721,036; 1,940,566; 2,706,999; 2,295,863;
1,483,696

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **William H. Brewster**

Internal Address: **Kilpatrick Stockton LLP**

Street Address: **1100 Peachtree St., Suite 2800**

City: **Atlanta** State: **GA** Zip: **30309**

6. Total number of applications and registrations involved: **8**

7. Total fee (37 CFR 3.41).....\$ **215.00**

Enclosed

Authorized to be charged to deposit account

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:

11-0860

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Valetta A. Northcutt

Name of Person Signing

Signature

Date

Valetta A. Northcutt

12/4/03

Total number of pages including cover sheet, attachments, and document: **9**

CH \$215.00 110860 75578447

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement") is made as of August 20, 2003, by Young Pecan Shelling Company, Inc. a South Carolina corporation ("Borrower"), in favor of Peachtree Equity Partners, L.P. ("Peachtree"), a Delaware limited partnership, having an address at 1170 Peachtree Street, Suite 1610, Atlanta, Georgia 30309, as the successor Agent to Gold Kist, Inc. ("Gold Kist") under that certain Loan Agreement (as defined below), pursuant to that certain Assignment and Acceptance Agreement (as defined below) and as agent for itself and for the other lenders (the "Lenders") from time to time parties to the Loan Agreement (as defined below) (Peachtree, acting in such capacity, herein called "Agent").

Reference is made to that certain Loan and Security Agreement, dated the same date herewith, made among Borrower, Lenders and Gold Kist (as it may be amended or modified from time to time, the "Loan Agreement"). All rights, title, and interest of Gold Kist in and to the Loan Agreement have previously been sold, transferred and assigned to Agent pursuant to that certain Assignment and Acceptance Agreement, dated the same date herewith, by and among Gold Kist, Peachtree, and Borrower (the "Assignment and Acceptance Agreement"). Capitalized terms used herein (including those terms set off by quotes above), but not expressly defined herein, shall have the meanings given to such terms in the Loan Agreement. The Loan Agreement provides for Lenders to make a term loan to Borrower, and (ii) for the grant by Borrower to Agent of a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications as security therefor.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Borrower hereby grants to Agent, and hereby reaffirms its prior grant to Agent pursuant to the Loan Agreement of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes

hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrower warrants and represents to Agent that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting, other than those Trademarks which are noted on Schedule A as being "likely to be abandoned";

(ii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons, except for Permitted Encumbrances;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Borrower agrees that until Borrower's Liabilities shall have been satisfied in full and the Loan Agreement shall have been terminated, Borrower shall not, without the prior written consent of Agent, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Agent under this Security Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before Borrower's Liabilities shall have been satisfied in full or before the Loan Agreement has been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Agent prompt written notice thereof. Borrower hereby authorizes Agent to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of Borrower's Liabilities and the termination of the Loan Agreement. Borrower agrees that upon the occurrence and during the continuance of an Event of Default and the acceleration of the Liabilities pursuant to Section 16 of the Loan Agreement, the use by Agent of all Trademarks in connection with the enforcement of Agent's rights therein or in the other Collateral pursuant to the Loan Agreement and the Other Agreements shall be without any liability for royalties or other related charges from Agent to Borrower.

7. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default and the acceleration of the Liabilities pursuant to Section 16 of the Loan Agreement, Borrower agrees that Agent, or a conservator appointed by Agent, shall have the right in connection with the enforcement of Agent's rights in the Trademarks or in the other Collateral pursuant to the Loan Agreement and the Other Agreements to establish such additional product quality controls as Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's Liabilities and termination of the Loan Agreement, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Loan Agreement.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Liabilities.

10. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter, as commercially reasonable, until Borrower's Liabilities shall have been paid in full and the Loan Agreement has been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrower's Liabilities under this Section 10 shall be borne by Borrower.

11. Agent's Right to Sue. After the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Agent in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrower, Lenders or Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent or Lenders, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Agent upon the occurrence and during the continuance of an Event of Default and the acceleration of the Liabilities pursuant to Section 16 of the Loan Agreement, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Liabilities shall have been paid in full and the Loan Agreement shall have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Loan Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Georgia.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Agent and its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of law provisions, and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall

reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Loan Agreement.

IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

"Borrower"

YOUNG PECAN SHELLING COMPANY,
INC., a South Carolina corporation

By: 

Name: James Swink

Title: President

SCHEDULE A**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	Reg. No. or Serial No.	Registration or Filing Date	Owner	Status
MINGO RIVER (Stylized)	Registration No. 2,721,036 Class 29 and 30	Registered 06/03/03	Young Pecan Shelling Company, Inc., 551 West Lucas Florence, SC	Registered
A TOKEN OF OUR SOUTHERN HOSPITALITY (Stylized)	Registration No. 1,940,566 Class 29	Registered: 12/12/95	Young Pecan Shelling Company, Inc., 551 West Lucas Florence, SC	Section 8 & 15 filed 6/3/02
A TOKEN OF OUR SOUTHERN HOSPITALITY (Stylized)	Registration No. 2,706,999 Class 30	Registered: 04/15/03	Young Pecan Shelling Company, Inc., 551 West Lucas Florence, SC	Registered
A TOKEN OF OUR SOUTHERN HOSPITALITY (Stylized)	South Carolina (no number assigned)	Registered: 08/20/93	Young Pecan Shelling Company, Inc. 1200 Pecan St. Florence, SC	Registered
INCREDIBLY (sp) DELICIOUS AND SINFULLY DIVINE	Registration No. 2,295,863 Classes 29 and 30	Registered: 11/30/99	Young Pecan Shelling Company, Inc., 551 West Lucas Florence, SC	Section 8 & 15 due 11/30/05
INCREDIBLY DELICIOUS AND SINFULLY DIVINE	South Carolina (no number assigned)	Registered: 10/19/98	Young Pecan Shelling Company, Inc. 1200 Pecan St. Florence, SC	Registered

Mark	Reg. No. or Serial No.	Registration or Filing Date	Owner	Status
A TASTE OF OUR SOUTHERN HOSPITALITY	Serial No. 75,578,447 Classes 29 and 30	Filed: 10/28/98	Young Pecan Shelling Company, Inc., 551 West Lucas Florence, SC	Opposition pending. Filed by International Trading & Marketing, Inc. on their trademark A TASTE OF THE SOUTH, Reg. No. 2,384,418. Motion to Suspend filed 02/21/02. Motion to dismiss filed by Young 2/25/02
A TASTE OF OUR SOUTHERN HOSPITALITY	South Carolina (no number assigned)	Registered: 04/19/97	Young Pecan Shelling Company, Inc. 1200 Pecan St. Florence, SC	Expired
MINGO RIVER	South Carolina (no number assigned)	Registered: 08/20/93	Young Pecan Shelling Company, Inc. 1200 Pecan St. Florence, SC	Registered
GOODBEE PECAN PLANTATIONS and Design	United States Reg. No. 1,483,696 Class 29	04/05/88	Young Pecan Sale Company (sic), 1200 Pecan St. Florence, SC	Inactive; likely to be abandoned by Borrower
GOODBEE PECAN PLANTATIONS	Georgia Reg. No. T3758	10/20/77	Young Pecan Company, 551 West Lucas Florence, SC	Inactive; likely to be abandoned by Borrower
GOODBEE PECAN PLANTATIONS	Georgia Reg. No. T7338	02/06/87	Young Pecan Company, 551 West Lucas Florence, SC	Inactive; likely to be abandoned by Borrower

YOUNG PECAN PLANTATIONS	Serial No. 76/506877 Classes 29 and 30	Filed: 04/02/03	Young Pecan Shelling Company, Inc. 551 West Lucas Florence, SC	Application Pending
YOUNG PECAN	Serial No. 76/506878		Young Pecan Shelling Company, Inc. 551 West Lucas Florence, SC	Application Pending
PECAN PLANTATIONS	Classes 29 and 30		Young Pecan Shelling Company, Inc. 551 West Lucas Florence, SC	To be filed (if trademark is available)